

**TORONTO PLAYGROUNDS BASEBALL
PARTICIPATION AGREEMENT**

(To be executed by a parent/guardian of a Participant who is younger than 18 years old)

WARNING: PLEASE READ CAREFULLY. BY ENTERING INTO THIS AGREEMENT, YOU ARE ASSUMING CERTAIN RISKS AND WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

BY ENTERING INTO THIS AGREEMENT, YOU ARE REGISTERING WITH BOTH TORONTO PLAYGROUNDS BASEBALL (“TP”) AND BASEBALL ONTARIO.

ALL PARENTS/GUARDIANS MUST RETURN A SIGNED PARTICIPATION AGREEMENT TO TORONTO PLAYGROUNDS BASEBALL BEFORE THEIR PARTICIPANT IS PERMITTED TO PARTICIPATE IN ANY ACTIVITIES. FAMILIES WITH MULTIPLE PARTICIPANTS MUST PROVIDE ONE SIGNED AGREEMENT FOR EACH PARTICIPANT.

AS USED IN THIS AGREEMENT, “PARTICIPANT” MEANS ANY PERSON WHO PARTICIPATES IN TORONTO PLAYGROUNDS BASEBALL, INCLUDING, WITHOUT LIMITATION, AS A PLAYER, COACH, MANAGER, TRAINER, INSTRUCTOR, UMPIRE, OFFICIAL, AGENT, INSTRUCTOR, EMPLOYEE, VOLUNTEER, REPRESENTATIVE OR OTHER PERSONNEL IN RELATION TO THE PROGRAM AND/OR ANY ACTIVITIES (AS DEFINED BELOW).

INFORMED CONSENT, ASSUMPTION OF RISK, WAIVER OF LIABILITY AND RELEASE OF CLAIMS

1. I hereby confirm that I am a parent/guardian with legal responsibility for the Participant. I am legally authorized to act as agent of any other parent/guardian of the Participant. I have legal authority to register the Participant in TORONTO PLAYGROUNDS BASEBALL (“TP”) and to enter into this Agreement.
2. I hereby consent to my child (the “Participant”) attending and participating in all TP activities, programs, classes and services sponsored or organized by, or associated with, Baseball Ontario and its affiliated, local and/or member associations, clubs and leagues, including, without limitation, TP Baseball Activities, which may include, without limitation, skills and drills, competitions, tournaments, practices, games, camps, strength training, dry land training, training using machines or weights, nutritional or dietary programs, orientation or instructional sessions or lessons, aerobic and anaerobic conditioning programs and/or other voluntary or mandatory instructional, educational or training activities or events conducted in person or online, indoors or outdoors, individually or as a team, as well as travel, transportation, meals and accommodations associated with and any all such activities (collectively, the “Activities”).
3. As part of the registration process, I have advised TP of any temporary or permanent medical or non-medical restrictions or limitations of any kind on the Participant’s ability to safely attend, and/or participate in any of the Activities. I acknowledge and agree that I will immediately inform TP in writing of any change in the Participant’s restrictions or limitations and/or of any new restrictions or limitations of any kind which arise at any time during the Participant’s participation in the Activities.
4. I have carefully reviewed with the Participant, fully understand, accept and agree to at all times comply with TP and Baseball Ontario COVID-19 Guidelines. I further agree that I have instructed the Participant to at all times comply with TP and Baseball Ontario COVID-19 Guidelines. I understand that a serious or repeated violation of the COVID-19 Guidelines by me or the Participant may result in the Participant’s removal from TP.

5. I have carefully considered, fully understand, accept and agree that:
 - a. the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - b. TP has a difficult task to ensure safety and it is not infallible. TP may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and
 - c. the COVID-19 disease has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. TP has put in place preventative measures to reduce the spread of COVID-19; however, TP cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19 and/or spreading COVID-19 to others.

6. The Participant is participating voluntarily in the Activities. I am aware of the risks, dangers and hazards to which the Participant may be exposed by participating in the Activities and that TP may fail to safeguard or protect the Participant from such risks, dangers and hazards. I voluntarily accept and fully assume all such risks, dangers and hazards associated with the Activities, whether known or unknown, which may include, without limitation:
 - a. Health: executing strenuous and demanding physical techniques; physical exertion; overexertion; stretching; dehydration; fatigue; cardiovascular workouts; rapid movements and stops; lack of fitness or conditioning; traumatic injury; sprains and fractures, spinal cord injuries, bacterial infections; rashes; and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof;
 - b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, fences, sprinklers, equipment or persons; dangerous, unsafe, or irregular conditions the grass, diamond, or other surfaces; extreme weather conditions and lightning; and travel to and from the premises;
 - c. Use of equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by TP to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to wear safety or protective equipment; and failure to use or operate equipment within the Participant's own ability;
 - d. Contact: contact with fences, bleachers, the ground, bases, bats, balls, other equipment, vehicles, or other persons; and other contact that may lead to serious bodily injury, including but not limited to concussions and/or other brain injury or serious spinal injury;
 - e. Sport: the sport of baseball and its inherent risks, including but not limited to being hit by the ball or a bat, injuries incurred while running or sliding, collision with umpires or other participants, slipping on or tripping over a base, and entering or leaving the dugout area, bullpen, batting cage, or bleachers;

7. As consideration for TP's agreement to accept the Participant into TP and to permit the Participant to participate in the Activities:

a. I acknowledge and agree that:

- i. if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of TP immediately;
- ii. it is my sole responsibility to assess whether any Activities are too difficult for the Participant. By permitting the Participant to participate in the Activities, I am acknowledging and accepting the suitability and conditions of the Activities;
- iii. I am responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment; and
- iv. COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability or death.

b. On my behalf, and on behalf of the Participant, any other parent/guardian of the Participant and our respective heirs, executors, administrators, legal or personal representatives, next of kin, successors and assigns (collectively, the "Releasors"), I hereby voluntarily relinquish, waive, release, hold harmless, forever discharge and indemnify Baseball Ontario and each of its affiliated, local and/or member associations, clubs and leagues, including, without limitation, TP, and the respective directors, officers, employees, coaches, umpires, officials, agents, instructors, personnel, representatives, volunteers, contractors, sponsors, facilities and field providers, successors and assigns of, and any other person(s) associated with, Baseball Ontario and each of its member associations, including, without limitation TP (collectively, the "Releasees") from any and all present or future claims, actions, causes of action, demands, proceedings or judgments of any kind (collectively, the "Claims") resulting from any and all injuries, illnesses, medical conditions, disabilities, death, losses, damages, costs, expenses, costs (including legal fees) or any other loss or damage to person or property that may be suffered or incurred by me, the Participant or any other person arising out of or in relation to the Participant's attendance at and/or participation in the Activities, regardless of the cause, including, without limitation, any Claims resulting from any negligence, gross negligence, negligent rescue, carelessness, breach of contract, breach of statutory duty and/or any and all other acts and/or omissions by the Releasees (or any of them), and/or any decision of any kind made by the Releasees (or any of them), regardless of the nature of that decision, and/or any and all claims arising from or in relation to the Participant's exposure to, or infection with, COVID-19. I further agree not to directly or indirectly commence or join any proceedings against any other individual, partnership, association, trust, unincorporated organization or corporation with respect to any matters which may have arisen between the Releasors (or any of them) and the Releasees (or any of them), or in which any claim could arise against the Releasees (or any of them) for contribution or indemnity or other relief over. I further agree that the Releasees other than TP and Baseball Ontario are intended to be third party beneficiaries of this Release and, as such, all such other Releasees are entitled to enjoy the benefits of this Release and have the right to independently rely on and/or enforce the terms of this waiver of liability and release of claims directly. For greater clarity, I acknowledge and agree that the waiver of liability and release of claims described above does not preclude myself or the Participant from making a claim under any sports accident coverage provided by TP and/or Baseball Ontario to their Participants.

FIRST AID & EMERGENCY MEDICAL CARE

8. I hereby consent to TP and its employees, volunteers, and other authorized representatives of TP involved in TP administering or arranging for first aid treatment and/or arranging for emergency medical care (including hospitalization) that is deemed necessary, at my expense.

PERMISSION TO USE NAME AND IMAGE; RIGHT OF PUBLICITY

9. I hereby grant permission to TP and/or Baseball Ontario (and to any persons authorized by TP and/or Baseball Ontario) to collect, use, disclose and retain the Participant's name and image recorded through photographs, videos and other media images taken of the Participant, or which include the Participant, for instructional, promotional and educational purposes and/or such other purposes authorized by TP and/or Baseball Ontario from time to time. Such photographs, videos and other images may be used by TP in all formats and publications, and in both print and electronic media, including, without limitation, newspapers, brochures, websites and social media of TP and/or Baseball Ontario.

PERMISSION TO COMMUNICATE

10. I hereby grant permission to TP and Baseball Ontario (and to any persons authorized by TP) to communicate with me and the Participant via electronic messages, including email, regarding matters related to my relationship, or the Participant's relationship, with TP and/or Baseball Ontario including, without limitation, team selection, program, membership, promotional materials and/or other TP and/or Baseball Ontario related information. I may choose not to receive TP and/or Baseball Ontario communications at any time by selecting the unsubscribe link in the footer of TP and/or Baseball Ontario emails.

USE OF PERSONAL INFORMATION

11. I hereby consent to TP and Baseball Ontario collecting, using, disclosing and retaining any personal information regarding me and the Participant provided pursuant to the registration process for the purpose of administering the Participant's participation in TP and for all other purposes permitted or required by TP's and Baseball Ontario's privacy policies and applicable personal information protection legislation.

ADHERENCE TO RULES, REGULATIONS AND POLICIES

12. I have carefully read, fully understand, accept and agree to at all times adhere to the rules, regulations, policies, and bylaws of TP and Baseball Ontario, as posted from time to time on TP and Baseball Ontario websites. Including but not limited to TP Baseball Guidelines for Participation and TP Parent Code of Conduct I hereby assume full responsibility for the payment of all fees associated with the Participant's participation in TP and agree to TP's refund policy.

ROWAN'S LAW

13. Under Rowan's Law, before any player can be registered with TP or Baseball Ontario, the player, and the parent or legal guardian of the player if the player is under 18 years of age, must review the Rowan's Law Concussion Education Resources for their age group, which are found on the Baseball Ontario website. Both the player and the parent must also read the relevant Code of Conduct, which can also be found on the Baseball Ontario site.

ACCEPTANCE & AGREEMENT

- 14. I acknowledge and agree that this Participation Agreement sets forth the entire agreement between me and TP and Baseball Ontario with respect to the Participant's participation in the Activities and fully replaces and supersedes any and all prior discussions, agreements or understandings, whether written or verbal, between me and TP and/or Baseball Ontario regarding the Participant's participation in the Activities. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory between me and TP and/or Baseball Ontario other than as expressly set forth in this Agreement. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province of Ontario. Should any section or subsection of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

- 15. I further acknowledge and agree that I have carefully read, fully understand, accept and agree to at all times comply with, each of the terms and conditions of the Participant's participation the Activities as set out in this Agreement and that it is binding on me, the Participant, any other parent/guardian of the Participant and our respective heirs, executors, administrators, legal or personal representatives, next of kin, successors and assigns.

- 16. I also agree to abide by all Toronto Playgrounds House League Baseball policies, including but not limited to the TP Baseball Guidelines for Participation/Parent Code of Conduct and the Baseball Ontario Player Code of Conduct

PARTICIPANT NAME _____

PARTICIPANT SIGNATURE (IF OVER 18) / DATE

PARENT/GUARDIAN
SIGNATURE/DATE